PROPRIETARY INFORMATION AGREEMENT

This Agreement is entered into by and between Northrop Grumman Systems Corporation, a corporation organized and existing under the laws of Delaware, by and through its Electronic Systems, having offices at Baltimore, Maryland (hereinafter referred to as "Northrop Grumman" or "the Disclosing Party") and _____, a corporation organized and existing under the laws of _____ by and through its _____", having offices at _____ (hereinafter referred to as "_____" or "the Receiving Party").

Subject of Northrop Grumman information:

Technical, business, financial and other information associated with the design, installation, integration and operation of the InfraRed Missile Warning System (IR MWS) on Large Aircraft InfraRed CounterMeasures (LAIRCM) and Directed InfraRed CounterMeasures (DIRCM) equipped aircraft.

Purpose:

To access and to protect the Northrop Grumman's proprietary information during the Next Generation MWS bid and proposal process.

The Receiving Party shall receive the information described above, which is proprietary to Northrop Grumman, for use in accordance with the above-stated purpose. In order to provide for the protection of such information from unauthorized use and disclosure, the parties hereby agree that such information disclosed by Northrop Grumman shall be furnished subject to the following terms and conditions:

1. All information disclosed in written form and identified by a marking thereon as proprietary, or oral information which is identified as proprietary at the time of disclosure and confirmed in writing within ten (10) days of its disclosure, shall be considered proprietary and subject to this Agreement.

2. The exclusive points of contact with respect to the delivery and control of proprietary information disclosed hereunder are designated by the parties as follows:

	Attention:
Northrop Grumman Corporation	600 Hicks Road
	Rolling Meadows, Illinois 60008-1098
	Attention: Sandra Baker Mail Stop H6294

Either party may change its point of contact by written notice to the other.

3. Information identified and disclosed as provided in this Agreement shall be held by the Receiving Party in confidence until such time as Northrop Grumman provides written notice to the contrary. Until such time as such notice is provided, such information shall be used only for the purpose stated above. The Receiving party agrees to disclose such proprietary information only to its employees having a need to know, and not to any third parties or consultants. Neither party shall be liable for disclosure pursuant to judicial action or government regulation or requirement, provided that the originating party is given prompt notice of such government or judicial action and is afforded an opportunity to respond prior to disclosure by the Receiving Party.

4. The Receiving Party shall have no obligation under this Agreement to hold information in confidence which, although identified and disclosed as stated herein, has been or is:

   (a) developed by the Receiving Party independently and without the benefit of information disclosed hereunder by Northrop Grumman;

   (b) lawfully obtained by the Receiving Party from a third party without restriction;

   (c) publicly available without breach of this Agreement; or

   (d) known to the Receiving Party prior to its receipt from Northrop Grumman.

5. The Receiving party shall use not less than the degree of care used to prevent the disclosure of its own proprietary information to prevent disclosure of information received in accordance with this Agreement. In no event, however, shall less than a reasonable standard of care be used.

6. All information received and identified in accordance with this Agreement shall remain the property of the Northrop Grumman and shall be returned or destroyed upon completion of the above-stated purpose whichever occurs first. Nothing contained herein shall be construed as a right or license, express or implied, under any patent copyright, or application therefore, of Northrop Grumman Systems Corporation.

7. Any U.S. Government classified information disclosed by one party to the other shall be handled in accordance with the Department of Defense Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22-M) or the National Industrial Security Program Operating Manual (NISPOM), their supplements, and other applicable U.S. Government security regulations.

8. The Receiving Party represents and warrants that no technical data delivered to it by the Disclosing Party shall be exported from the United States without first complying with all requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining any export license, if applicable. The Receiving Party

shall first obtain the written consent of the Disclosing party prior to submitting any request for authority to export any such technical data.

9.   The terms and conditions herein constitute the entire agreement and understanding of the parties and shall supersede all communications, negotiations, arrangements and agreements, either oral or written, with respect to the subject matter hereof. No amendments to or modifications of this Agreement shall be effective unless reduced to writing and executed by the Parties hereto. The failure of Northrop Grumman Systems Corporation to enforce any term hereof shall not be deemed a waiver of any rights contained herein.

10. The effective date of this Agreement shall be the date of the last signature below. This Agreement shall expire one (1) year from the effective date hereof. The obligations of the Receiving Party contained in paragraph 3 above shall continue in effect notwithstanding the expiration of this Agreement.

11. This Agreement shall be governed and interpreted in accordance with the laws of the State of Maryland except its rules in regard to choice of laws.

NORTHROP GRUMMAN SYSTEMS CORPORATION
ELECTRONIC SYSTEMS   _____

BY: _____   BY: _____
TYPED NAME: _____   TYPED NAME: _____
TITLE: _____   TITLE: _____
DATE: _____   DATE: _____
AGREEMENT NO.: _____